

AG Contract No.: KR04-0473TRN
ADOT ECS File No.: JPA 04-007
Project: SR 260 - Traffic Signal Maintenance
Section: Rodeo Dr. Traffic Signal
TRACS No.: N/A
Budget Source Item No.: N/A

**INTERGOVERNMENTAL AGREEMENT
MAINTENANCE AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF COTTONWOOD

THIS AGREEMENT is entered into 23rd July, 2004, pursuant to Arizona Revised Statutes § 11-951 through § 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and THE CITY OF COTTONWOOD, ARIZONA, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. The City and the State desire to enter into an agreement to define each party's maintenance responsibility for a traffic signal and intersection improvement at Rodeo Drive and milepost (MP) 207.10 of State Route (SR) 260 for the safety and benefit of the traveling public, hereinafter referred as the "Project". The City will be the lead agency, agree to be responsible for 100% of the Project costs and provide electrical energy for the traffic signal and lumination. The State will provide maintenance to the traffic signal and lumination.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO. 26979
Filed with the Secretary of State
Date Filed: 07/23/04

Janice K. Brewer
Secretary of State

By: Timothy D. Greenwald

II. SCOPE OF WORK

1. The City will:

a. Provide to State standards, traffic signal and roadway improvement design plans, specifications and all other documents for State's review and the City will incorporate or resolve State's review comments into the design.

b. Call for bids and award one or more construction contract(s) to accomplish the Project and with administer the same and make all payments to the contractor(s).

c. Apply for any necessary "Right of Way Use Permit" from the State to construct the Project and fully construct the Project per the approved permit.

d. Be responsible for 100% of all costs associated with the Project.

e. Upon completion of the Project and acceptance of the traffic signal, provide all electrical energy costs to operate the traffic signal and lumination, all at City's expense.

f. Grant the State a perpetual "Right of Way Use Permit" outside the State right-of-way, permitting the State to access the City's rights-of-way, as required to perform maintenance of the traffic signal and lumination.

g. Provide maintenance for an emergency pre-emptive device if installed by the City.

2. The State will:

a. Review the design plans, specifications and other such documents and provides design review comments for the Project.

b. Grant the necessary temporary "Right of Way Use Permit" for the City to construct the Project per approved plans.

c. Upon satisfactory completion, approve and accept the traffic signal by the State, provide maintenance and operation for the traffic signal and lumination.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in force and effect until completion of said project, except any provisions for maintenance and electrical energy shall be perpetual, unless assumed by another competent entity. Further, this Agreement may be canceled at any time prior to the award of the project construction contract, upon thirty (30) days written notice to the other party. It is understood and agreed that, in the event this Agreement is terminated by the City, the State shall in no way be obligated to maintain said project.

2. This Agreement shall become effective upon filing with the Secretary of State.

3. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

4. The provisions of Arizona Revised Statutes § 35-214 are applicable to this contract.

5. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

6. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

7. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ. 85007
FAX (602) 712-7424

City of Cottonwood
City Manager
827 N. Main Street
City of Cottonwood, AZ 86326

8. Pursuant to Arizona Revised Statutes § 11-952, (D), attached hereto and incorporated herein, is the written determination of each party's legal counsel that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

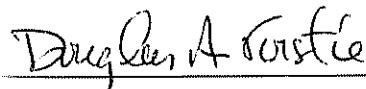
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF COTTONWOOD

STATE OF ARIZONA

Department of Transportation

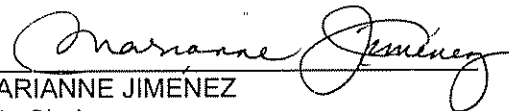
By 
RUBEN JAUREGUI
Mayor

By 
DOUGLAS A. FORSTIE, P.E.
Deputy State Engineer, Operations

Date 6-23-04

Date 07-14-04

ATTEST

By 
MARIANNE JIMENEZ
City Clerk

Date 6-23-04

RESOLUTION NUMBER 2060

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE RESPONSIBILITY FOR A TRAFFIC SIGNAL AND IMPROVEMENT AT RODEO DRIVE AND MILEPOST 207.10 OF STATE ROUTE 260.

WHEREAS, the State is empowered by A.R.S. § 28-401 to enter into Intergovernmental Agreements for the purposes listed therein; and

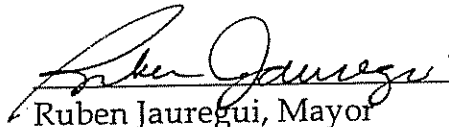
WHEREAS, the City is empowered by A.R.S. § 9-240 to enter into Intergovernmental Agreements for the purposes listed therein; and

WHEREAS, the City and the State desire to enter into an agreement to define each party's maintenance responsibility for a traffic signal and intersection improvement at Rodeo Drive and milepost 207.10 of State Route 260 for the safety and benefit of the traveling public which falls within the purposes of the two statutes cited above.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA:

THAT, the Intergovernmental Agreement between the State of Arizona Department of Transportation and the City of Cottonwood for the maintenance of a traffic signal at Rodeo Drive and milepost 207.10 of State Route 260 is hereby approved.

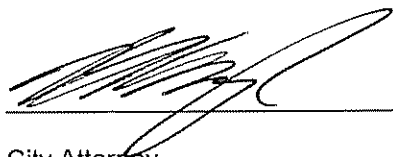
PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 1ST DAY OF JUNE 2004.


Ruben Jauregui, Mayor

APPROVAL OF THE CITY OF COTTONWOOD ATTORNEY

I have reviewed the above referenced intergovernmental Agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF COTTONWOOD, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 28th day of June, 2004.

A handwritten signature in black ink, appearing to be 'M. Wall', is written over a horizontal line.

City Attorney
Mangum, Wall, Stoops & Warden, PLLC



OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TERRY GODDARD
ATTORNEY GENERAL

CIVIL DIVISION
TRANSPORTATION SECTION

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR04-0473TRN (**JPA 04-007**), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: July 15, 2004

TERRY GODDARD
Attorney General

A handwritten signature in cursive script that reads "Susan Davis". The signature is written in dark ink and is positioned above the printed name and title of the signatory.

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section